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Current Topics.

Lord Haldane in America.

HIS RAPID journey across the Atlantic has not deprived Lord HALDANE of his wonted energy and versatility. After seeing all New York in six crowded hours of automobile journeys, the Lord Chancellor paid last Friday a flying visit to the Military Academy of West Point—the Sandhurst of the United States, and on Monday he crossed the Canadian border to attend the American Bar Association Congress at Montreal. To each assembly he delivered an address: to the West Pointers in his capacity as ex-Minister for War, to the lawyers as head of the English Bench. Really this almost beats the record of his least conventional predecessor, HENRY BROUGHAM, who used to deliver evening lectures on hydrostatics at the Royal Institution after presiding all day in the Chancery Courts, and who is said to have addressed an impromptu lecture on the antiquities of Coventry to the residents of that ancient city, while detained there for an hour by the breakdown of his stage coach! Americans, we learn from the daily press, have hitherto formed their opinions of the Woolsack and its occupant from the “Iolanthe” of Gilbert and Sullivan; but Lord HALDANE'S visit has opened their eyes to the fact that the Chancellor is a human being, not a myth or a fossil. And doubtless, in his brief rubbing of shoulders with transatlantic lawyers and judges, the ever-observant mind of Lord HALDANE will learn something that will help in the projects of law reform he is said to entertain.

The Thaw Case.

WHATEVER THE defects of British justice may be, most English lawyers will not be disturbed by the surprising developments of the THAW case, from their firm conviction that our legal affairs are better conducted than those of most other countries. Certainly, the latest phase of that strange chapter in the legal history of America is calculated to make one feel thankful that we do things otherwise in England. Arrested by a constable unacquainted with legal subtleties, THAW has afforded for two weeks a problem to the Canadian authorities. It was at once clear that he could not be extradited as a criminal lunatic—for to that no rule of extradition applies. But then, two ingenious alternatives were suggested by Mr. JEROME, the New York public prosecutor, into whose hands has been committed the task of getting THAW back into Matteawan Asylum. The first is to charge THAW with “conspiracy,” an extraditable offence provided there is sufficient

evidence of it; the alleged conspiracy was one on the part of THAW and a gaoler to defeat the ends of justice by helping the former to escape. THAW at once took out a *habeas corpus* writ to try the question of whether he could be extradited for this. Now it is pretty clear that the conspiracy charge is meaningless; the New York authorities cannot both assert that THAW is a lunatic and at the same time deny that he is insane; but, if he is insane, then, of course, he cannot be legally convicted of conspiracy or any other crime. This being so, it was pretty obvious that THAW would be released by order of the court upon the return of the writ. Then his second idea crossed the mind of Mr. JEROME. He appears to have planned that, on the release of THAW, the Immigration authorities would immediately seize him as an "undesirable immigrant," hold an inquiry into his case on the American border, and then at once deport him over the frontier before he had time to appeal or question the legality of their proceedings.

Whether the Immigration authorities would have lent themselves to this summary procedure, the legality of which is doubtful, we do not know; it is hardly likely that even the desire to get rid of THAW would have led them to do anything open to the charge of irregularity. But in any event this scheme with which Mr. JEROME is credited was quickly rendered abortive; for the magistrate who heard the *habeas corpus* application agreed to postpone it—thereby giving THAW's legal advisers time to prevent any summary dealing with his case by the Immigration authorities. The whole incident, however, suggests that the legal institutions of Canada are becoming more than a little "Americanized."

The Scottish Sheriff.

IN ENGLAND the sheriff is solely an executive, not a judicial, officer; although his under-sheriff occasionally sits with a jury to assess unliquidated damages in undefended cases. Hence the average English lawyer feels a moment's surprise when he reads that the suffragists accused of assaulting Mr. ASQUITH on the links at Loosimouth were taken before the Sheriff of Elgin, and there remanded on bail. For in Scotland the Sheriff-Court is the great judicial institution of the county which tends to absorb all first instance jurisdiction. It is the County Court, and as such has unlimited civil jurisdiction in all cases except divorce, title to land of a certain value, and one or two less ordinary matters. It is also the Small Debt Court, which in the north of the Tweed is a separate and distinct court—a precedent which may perhaps be followed in England at no very distant date. It is the Police Court practically everywhere, although in most of the boroughs an elected bailie also sits occasionally to dispose of trivial cases. It is a criminal court with jurisdiction in all cases for which the sentence does not exceed two years' imprisonment—i.e., it disposes of very much the sort of indictable petty offence which in England goes to quarter sessions. In addition, the Sheriff or his substitute exercises the functions of a Revising Barrister and an Election Commissioner. It will be seen, then, that work, which south of the Tweed is scattered amongst a number of hands, is concentrated north of that river in the firm grasp of the Sheriff. The system certainly makes for simplicity, and renders it easier for the layman to ascertain where he can enforce his rights.

Crossed Cheques.

In *Meyer & Co. (Limited) v. See Hai Tong Banking Company (Limited)*, ante, p. 700, the Privy Council Committee recently decided one of those vexed questions relating to crossed cheques which afford so much cause for perplexity on the part of bankers and lawyers. Although the case arose in the Straits Settlements, yet it turned partly upon the common law principle of *estoppel* and partly upon the interpretation of the Bills of Exchange Act, 1882, which is law in that colony, so that the decision is good law in England. The plaintiffs were a firm of merchants who had two banking accounts, one with the defendant bank and one with a trading society which, in fact, carried on banking transactions. The reason why the plaintiffs had two current accounts was presumably the ordinary one which makes it convenient for most business men to have two. Supposing a merchant keeps only one account, at bank A. He receives a crossed cheque, drawn on bank A. How is he to get it cashed?

Bank A cannot honour it directly, because it is "crossed," and so must be presented to them through another bank. But if the merchant has an account with a second bank, B, then there is no difficulty. Bank A will collect all crossed cheques, except those drawn upon itself; so will bank B; and each will collect the other's cheques. So far all is plain sailing. But in the case before us two complications arose to give in due course their degree of trouble. The plaintiffs permitted their cashier and collector to get in cheques and bills payable to them, and to receive payment of these in the usual way; it so happened that he kept a private account at the trading society where his firm had their business account. The reader will at once scent opportunities for misappropriation; such an arrangement often leads thereto. Again, for some business reason not disclosed in the report, the trading society, in fact, refused to collect cheques drawn on the bank. Here was a difficulty. How was the cashier to get payment of crossed cheques drawn on the bank? He did it in the following way, with the full knowledge of his employers. He took the crossed cheques to bank A, and exchanged them for crossed cheques drawn by bank A on some other bank; he then paid in these crossed cheques to the trading society, which duly collected them for him. Thus the difficulty was got over; but unfortunately the cashier's ingenuity did not stop there. By means of his private account with the trading society he contrived to misappropriate the proceeds of certain cheques, and the question arose as to the rights of all parties concerned.

The Liability of Bankers.

NOW AT first sight the solution of this problem seems not so difficult. The lawyer remembers at once section 79 of the Bills of Exchange Act, 1882, which, so far as relevant, is in these terms: "Where the banker on whom a cheque is drawn . . . pays a cheque crossed generally otherwise than to a banker . . . he is liable to the true owner of the cheque for any loss he may suffer owing to the cheque having been so paid." In other words, a banker who pays a crossed cheque drawn on him to anyone but another bank is deprived of his statutory protection for honouring a correctly indorsed cheque, and has to see that he pays the proper person. Now, here the bank had received, not from another bank, crossed cheques drawn on itself, and had given in exchange to the holder other cheques of its own. He had misappropriated these cheques, so that the "true owner" of the crossed cheques had "suffered loss owing to the cheque having been so paid." That true owner is the plaintiff firm; surely, then, they have a right to sue the bank, under the words of the statute, for the loss thus suffered by them! But here the bank put in three defences, each of which troubled the courts not a little. Firstly, they argued, the bank did not pay a crossed cheque at all; it gave no money to the holder; it merely exchanged one security for another. This is ingenious, but the true answer was given by the Judicial Committee. "Payment" may be in money, or at the option of the payee in bills or cheques; hence the giving of the bank's own cheque in exchange was simply a mode of paying for the crossed cheque. Then a second argument was brought forward for the bank. No legal loss was suffered from their wrongful payment, they said. The plaintiffs got the bank's cheques which were good for the money; it was the subsequent misappropriation by the cashier which caused the loss; such loss is too remote for legal damage. To this the correct answer, the Privy Council considered, is simply that, but for the irregular payment of the crossed cheque it would not have been possible for the cashier to carry out his scheme of misappropriation; hence the loss flowed from the improper payment, and is not too remote. But the bank had a last card—the *tabula in naufragio* of the common lawyer in difficulties, namely, *estoppel*. The plaintiff firm knew of the bank's arrangement with their cashier to give their cheques in exchange for the crossed cheques; the system was for their own convenience; they instigated it or, at any rate, stood by and acquiesced in it. Surely, then, they cannot complain of an irregularity which they themselves have induced. This plea of *estoppel* prevailed, and the Judicial Committee held that the plaintiffs must bear the brunt of their cashier's misappropriation.

The Statutes for 1913.

WE INTEND at an early date to commence printing the statutes for the present year, or such portions of them as are useful to readers of the SOLICITORS' JOURNAL. While so doing we will discuss in this column the more interesting legal points arising out of the novel legislation; in particular, the Bankruptcy and the Company Acts will require some comment. The crop of statutes which interest the lawyer is not so large as usual this year, for the second parliamentary ordeal of the Home Rule and other large political undertakings occupied most of the Legislature's energy. Out of some 187 Acts which received the Royal Assent, only thirty-seven are public Acts, and nine-tenths of those are either very short or purely formal, such as the Army (Annual) Act, and the Expiring Laws Continuance Act. The Royal Assent, we may remind our readers here, is still given in Norman-French, and in three different formulas according to the nature of the Bill. In the case of ordinary Bills, public or local, the formula is, of course, *Le Roy le veult*. To the Appropriation Bill and the Finance Bill it is, *Le Roy remercie ses bons sujets, accepte leur benevolence, et ainsi le veult*. To purely private bills, e.g., Divorce Acts and Heirloom Bills, it takes the form *Soit fait comme il est desire*. There is a whole long chapter in constitutional legal history involved in the distinction. For public Acts were at one time petitions of the Commons and Lords addressed to the King, and receiving his gracious assent. Finance Bills, on the other hand, were gifts to him by his subjects as represented in their Three Estates. Private Bills, on the other hand, were a judicial act, of an extraordinary nature, by the Sovereign.

Litigation in the County Courts.

FROM A Blue-book just issued by the Home Office some interesting figures relating to litigation in the county courts may be gleaned. It covers the work of the courts for a period extending from the 1st of January to the 31st of December, 1912. There are fifty-nine county court circuits, comprising 494 courts. Sixty-three of these courts are very busy; the number of plaintiffs entered at each exceeded 5,000. Nine courts had very little work; the plaintiffs entered at these were less than 100. In 160 courts the number was from 100 to 500, in 101 from 500 to 1,000, and in 160 from 1,000 to 5,000. It will be seen that variety is not lacking in the amount of business which falls to the lot of different judges and registrars. Most of these plaintiffs relate to comparatively small sums. The total number of plaintiffs entered at the courts, excluding the City of London Court, for sums not exceeding £20 was 1,179,132; above £20 and not exceeding £50, 12,806; above £50 and not exceeding £100, 2,337; and above £100, 336. Of the actions determined, 789,968 were heard without a jury and 771 with a jury. Judgments were given in favour of the plaintiff at the hearing in 393,675 cases; for the plaintiff by consent or admission in 308,212 cases; and in 80,818 cases for the plaintiff by default. The number of non-suits was 1,221, and judgment was given for defendants in 6,813 cases. On 378,079 judgment summonses issued, 142,457 commitment orders were issued; 5,820 debtors were imprisoned. Plaints were entered for amounts reaching a total of £3,524,858, and the amount of debts for which judgments were obtained by plaintiffs on original hearings was £1,919,883, involving costs, exclusive of fees, to the amount of £189,207. The largest total of actions for trial was 60,632 entered in the Birmingham Circuit, which comprises Birmingham and Solihull, where the court sat on 218 days. The highest number of sittings was in the Liverpool Circuit, where the total was 271. At Leeds and Wakefield the court sat on 248 days, and at Bow and Shoreditch 265. The circuit embracing Truro and other Cornish towns, with 127 days, was the lightest from this standpoint.

The Local Government Board have given authority for the preparation of two further town planning schemes under the Housing, Town Planning, &c., Act, 1909. The schemes are authorized to be prepared by the Urban District Council of Hazel Grove and Bramhall and the rural district of Hunslet. In the case of Hazel Grove and Bramhall the scheme is to apply to an area of about 1,728 acres in the urban district, and in the case of Hunslet to an area of about 410 acres, partly within the rural district and partly within the city of Leeds.

Lord Haldane's Address.

LORD HALDANE's address to the American Bar Association at Montreal will be long remembered as a contribution to the serious literature of jurisprudence. It is not often that successful lawyers and politicians possess a profound acquaintance with the philosophy of law; indeed, LORD HALDANE probably shares with Mr. BRYCE an unique position in this respect. Although essentially concerned with the metaphysical aspects of law, however, LORD HALDANE's study in the "Higher Nationality" is of practical interest to both lawyers and laymen, so that we need make no apology for inserting here a brief summary of its argument—as we understand it.

The underlying idea of the address is that the inevitable development of human institutions is tending to create, above the Sovereign State which lawyers know, a "Super-State" supported by the public opinion of the world. Just as in the Middle Ages the "King's Peace" was gradually imposed by the lawyer and the statesman upon the warring feuds of local tribes and manorial lords, so to-day the principles and practice of International Arbitration are gradually making their way in Christendom. The "King's Peace" was essentially the work of lawyers, for they had to ascertain and apply the customs of the people to decide their disputes under the name of "Common Law." "Arbitration" is also the task of lawyers; for it proceeds on the assumption that there exists a discoverable and enforceable body of "International Law." To them belongs the honour, the burden, and the duty of promoting the "Higher Nationality" by spreading the ideals of fealty to the doctrines of international law amongst the nations in which they dwell.

In explaining this underlying idea of international progress LORD HALDANE finds it necessary to discuss three different ideas: The Origin of Law, its significance, and its sanction. If law originates, as AUSTIN taught, or rather is vulgarly supposed to have taught, in the "commands" of a sovereign imposed upon his subjects, then international law is meaningless—for there neither is nor can be an international sovereign. But if law is really an abiding body of principles apprehended by the reason and conscience of humanity, and roughly applied in practice by all systems of custom and legislation, then it is possible for international law to exist. For "customs" of peace and war, the so-called "comity of nations," do exist between one State and another; these customs can be analyzed and principles can be deduced from them—these principles, indeed, it was that Grotius elaborated three centuries ago in his great treatise on "War and Peace."

This view of law, as based on "custom" rather than on a "code," is essentially in harmony with our common law, and LORD HALDANE unhesitatingly adopts it. For "judge-made" law is the very essence of our English system; the principles of our common law are being discovered or remoulded day by day under the guise of judicial interpretation. This truth is embodied in a famous passage of Mr. Justice WENDELL HOLMES which LORD HALDANE quotes with approval. "The life of the law has not been logic; it has been experience. The felt necessities of the time, the prevalent moral and political theories, intentions of public policy, avowed or unconscious, even the prejudices which judges share with their fellow-men, have had a good deal more to do than the syllogism in determining the rules by which men should be governed. The law embodies the story of a nation's development through many centuries, and it cannot be dealt with as if it contained only the axioms and corollaries of a book of mathematics."

LORD HALDANE's second point relates to the "Significance of Law." What is a law and why do we obey it? It is a purely external rule of convenience, or does it rest upon the conscience of those who obey it? Law, he considers, is essentially a function of society. It is an expression in outer institutions of the inner spirit and ideals in a nation's life. It is the public opinion, or rather part of the public opinion of society, embodied in rules of conduct framed by skilled advisers of society. The law is only a part of those rules of public opinion. Another part consists of the social rules of "good form"—for which LORD HALDANE can find no name in English, and

adopts the German name given by the famous jurist, RUDOLPH VON IHERING—namely "Sittlichkeit." Again, the moral code, the Ten Commandments, forms yet another group of the rules of conduct which govern society. The distinctive mark of law, as differentiated from other rules, is that it is enforced by a sanction and is acquiesced in by men under the guise of a social contract.

Lastly, the address discusses the nature of legal "sanctions." He who disobeys a law is constrained by force to obey it; this force we call a "sanction." It may take the form of death, imprisonment, forfeiture of property; but, whatever form it takes, it means that the national or social will is enforced upon the individual by a process of physical compulsion. If this were the only aspect of a sanction, then international law—except among small States subjected to the will of the Great Powers—could have no sanctions; it would lack the main characteristic of law. But law has an inner sanction, as well as an outer, the sense of duty and loyalty to civic order which the good citizen possesses. It is the especial duty of lawyers, Lord HALDANE concludes, to promote amongst their fellows this sense of civic order, both in national and in international affairs.

The Real Property and Conveyancing Bills.

VI.

THE PROPOSALS FOR SIMPLIFYING PRIVATE CONVEYANCING

(Continued).

Dispositions of Proprietary Estates.—We have now arrived at what may be called the operative part of the Conveyancing Bill. Interests in land have been arranged into proprietary estates, with paramount interests above them and subordinate interests below. But it must be remembered that the proprietary estate is not necessarily the legal estate. Confining ourselves to proprietary estates in fee simple, these may be either legal or equitable, and the provisions as to disposition apply equally to either class of estate. The proprietor's power of disposition is conferred by clause 6 as follows:—

6. Subject to the provisions of this Act restrictive of his power of disposition, the proprietor shall have absolute power, by the like means and in like manner as before the commencement of this Act, to dispose of his proprietary estate as he thinks proper for any purpose, but except where the disposition is made to a purchaser, subject to all estates, interests, rights, and claims which affect the proprietary estate disposed of.

The reference to provisions of the Bill restrictive of the proprietor's power of disposition points, we presume, to the clauses dealing with settled estates. These will be considered in our next article. "Purchaser" is used to mean any person who acquires a proprietary estate for valuable consideration (clause 39). Thus, save in the case of settled estates, the proprietor is to have an absolute power of disposition in favour of a purchaser for value; but a grantee who is not a purchaser for value will take subject to all equities.

The effect of a disposition by the proprietor in favour of a purchaser is stated in clause 7, which is too long to quote in full. Shortly stated, it provides that the conveyance shall be subject to paramount interests, and to subordinate rights protected by cautions and inhibitions, but discharged from all other subordinate interests; and this will be the same whether the purchaser has notice of such subordinate interests or not. And assuming that the preliminary work of defining paramount and subordinate interests has been properly done, it is obvious that the clause need not have exceeded this short statement. All rights and interests in land are, as we understand the general scheme, either paramount or subordinate to the particular proprietary estate in question, and all that is required at this stage is a provision that the disposition shall be subject to paramount interests and free from subordinate interests except such as are protected in the manner just mentioned. But instead of this we find that the disposition is to be subject as follows:—

7. (1) (a) To such of the paramount interests (if any) subsisting at the date of the conveyance as, if this Act had not been passed, would have affected the purchaser if he had not had notice thereof, and to any other paramount interests of which he may have notice at the date aforesaid.

And the purchaser holds the proprietary estate conveyed to him—

7. (1) (i) Discharged from all subordinate estates and interests, and from all other charges, liabilities, rights and claims (if any), including rights and claims of His Majesty in cases where the Crown is bound by this Act, which by force of any statute or any rule or operation of law affect the proprietary estate of the proprietor.

The first of these clauses is another instance of the difficulties which have been introduced in redrafting Mr. WOLSTENHOLME'S Bill. There (clause 7) the disposition by the proprietor was "subject to the paramount interests (if any)." In the present Bill the effect of the conveyance is made to depend not on the paramouncy of the interest, but on the doctrine of notice. Clearly, however, this contradicts the idea of a paramount interest. The object of defining certain interests as paramount is to place them definitely in such a position that they cannot be overridden by the proprietor. Whether an interest shall, in fact, be paramount or not may depend on the doctrine of notice, and this is recognized in the definition clause (clause 2). This "paramount interest" includes "any easements, rights, or privileges, or any similar liabilities, charges, or rights, to which the interest of a purchaser, without notice, of the proprietary estate would have been subject, if this Act had not been passed"; and also "the right to enforce a restrictive covenant of which a purchaser of the proprietary estate has notice." Thus the question of notice may be material in determining whether an interest is paramount. But with this the effect of notice is exhausted. After using notice to determine whether an interest is paramount or not, it seems illogical to classify paramount interests, as the present Bill does, into those which affect a purchaser who has notice and those which affect a purchaser who is without notice. This is to ignore the definition of paramount interest already given, and to use the doctrine of notice twice over. We may, of course, be wrong, but clause 7 (1) (a) appears to have been framed in forgetfulness of the definition of "paramount interest" in clause 2, and, as it stands, it is at once difficult and confusing.

Turning to clause 7 (1) (i), which is quoted above, this also is open to the objection that it forgets the definition of "subordinate interest." Subordinate interests, as we have pointed out (p. 750, ante), include all the residuum of interests in the land after setting aside the paramount interests and the proprietary estate in question. These subordinate interests may be protected by cautions and inhibitions, but unless they are so protected, the grantee from the proprietor takes free from them. Hence it should be sufficient to express this, and all the words of the clause after "subordinate estates and interests" appear to be needless. The "other charges, liabilities, rights and claims," if they exist, must be "subordinate interests," and they are already included in these words. And similarly as to the rights of the Crown. The definition clause should settle whether these are paramount or subordinate; it is needless to mention them here. Clause 7 (1) (ii) goes on to provide in the same apparently superfluous way that the disposition, if made under the powers of the Settled Land Acts, shall override the subordinate estates included in the settlement. But it is obvious that this must be the effect of such a disposition. As we have intimated above, restrictions are placed on the proprietor's power of disposition where the land is in settlement, but, apart from these restrictions, the disposition necessarily overrides the subordinate estates arising under the settlement. If the draftsman had been content to rely on the definition clause and on the general scheme of the Bill, clause 7 might have been made quite short and simple, and simplicity is essential to the success of the Bill. Before this clause it should have been clearly settled what interests are paramount and what subordinate. This having been done, it is, as we have already pointed out, only necessary to provide that the disposition by the proprietor shall be subject to paramount interests, and also to subordinate interests pro-

tested by cautions or inhibitions, but otherwise free from subordinate interests whether the purchaser takes with or without notice of their existence.

[To be continued.]

Reviews.

Procedure.

THE CONDUCT OF AN ACTION IN THE KING'S BENCH DIVISION. By JOSEPH BLAND. 5s. net. Horace Cox.

This is a much more useful book than we imagined when first we read its title. Then we supposed it to be simply one of those guides to procedure and pleadings of which so many already exist and of which few assist the practitioner. But that is not the character of the book at all. It is an eminently practical manual intended, we suppose, for solicitors and their process clerks. It tells the reader exactly how to get the routine work of litigation done, and includes hints on the preparation of briefs. Costs and time lists are fully dealt with, and there are, here and there, useful sections one hardly expects to find in so small a book—e.g., one on the Attorney-General's Fiat.

Constitutional Law.

THE STUDENTS' GUIDE TO CONSTITUTIONAL LAW AND LEGAL HISTORY. By CHARLES THWAITES. SIXTH EDITION. 7s. 6d. George Barber, Furnival Press.

The guide-books to Bar Examinations published by Messrs Indermaur and Thwaites have gained a circulation which is the most conclusive testimony to their excellence. The system adopted by them, that of question and answer, seems a little old-fashioned; it reminds one of the "Mrs. Magnall," whose text-books taught learning and wisdom to our Early Victorian grandmothers. Mr. Thwaites' catechism, however, is sane and comprehensive; and students, with whom it has never-failing popularity, are probably the best judges of its practical utility to the examinee.

Correspondence.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Under the heading of "The Open Road," in your issue of the 23rd inst., I venture to think that you do the general body of drivers of motor vehicles some injustice by saying that in each of the cases where a collision with a motor car has resulted in a lamentable and fatal injury to a pedestrian it was "the driver's duty to ensure the safety of the victim save in the most unexpected circumstances," for in saying so I really think you beg the whole question.

It must be a matter of common observation to all of us who use the streets that many pedestrians show quite insufficient precautions in their use of the public roads, and that such cases are not limited to the young and inexperienced, but that persons of mature years are often grossly careless and inconsiderate in their user of the road of others who have equal rights, whether they are on foot, or on cycles, or in motor or other vehicles, to the use of the King's highway. I have myself been cycling and motoring for upwards of 35 years past, chiefly in and around London, but also elsewhere in the United Kingdom, and although I have been fortunate enough so far never to have collided with a single other passenger I have over and over again had very near escapes of so doing, both when riding on a bicycle and in other vehicles, owing in the vast majority of cases to gross neglect on the part of a pedestrian of the ordinary precautions which any reasonable person takes in using the thoroughfares, and in many of these cases I have, whether on a cycle or otherwise, only been going along at quite a reasonable pace (under 10 or 12 miles an hour) on an open road.

In many cases which I have known, both in my personal and professional experience, of injuries fatal and otherwise to pedestrians they have been caused by vehicles not moving at any excessive or unreasonable rate, and in more than one of the serious cases the damage was entirely caused by want of proper observation on the part of the unfortunate victim. I regret to say that I have more than once witnessed, when myself on foot and in vehicles, instances of apparently wilful obstruction and neglect by pedestrians who, I fear, would be somewhat encouraged by your article, which I am now venturing to criticise, to persist in such tactics and to behave as though the road was not common to the King's subjects, but that pedestrians had a paramount right to the use—I had almost said abuse—of it.

Of course, no one can shut his eyes to the fact that there are reckless users of the road of all sorts, but I fear that so far as motor vehicles are concerned the effect of section 9 of the Motor Car Act, 1903, has not been altogether beneficial, for the speed limit thereby imposed has undoubtedly been construed as a legislative authority to the motor driver to drive his vehicle up to that limit in places where by the section such a pace was permissible, but in fact, having regard to the special conditions of the time, highly dangerous.

Thus there are many places where twenty miles per hour is permissible under section 9 where at times a rate of ten, five or even fewer miles per hour ought to be observed.

The evidence of police authorities taken before the Select Committee on Motor Traffic is, I am informed, generally opposed to the imposition of speed limits, and it is a well-known fact that they prefer when questions of speed limits are proposed for special localities to rely on their controlling power under section 1. Yet it is certain that they cannot be accused of being too partial to motor drivers.

In my judgment, if, instead of any particular class of road users being provided with or subject to (apparently the same thing) a speed limit, each and every person realised his legal liability to shew due consideration to all other users, it would not be a case of the pedestrian and the cyclist "coming into their own again," but that each of the King's subjects would be expected so to use the roads that he would not do hurt or damage to others, applying with a variation the principle of Justinian's famous law, *sic uteris tuo ne alienum laedas*.

PERCY CLARK.

[Our correspondent regards the question solely from the cyclists' and motorists' point of view. But in law, as well as in common sense, their user of the road is subject to that of the pedestrian: he has the first right of way. A rider or driver has no business to run over a foot-passenger merely because the latter does not jump or run out of the way. In the case of wilful obstruction he can summon the pedestrian as he can summon another vehicle. Unfortunately, too many motorists assume that the pedestrian's comfort and dignity require no consideration on their part, and will risk running over him rather than endure ten seconds' delay in their reckless pace.—Ed., S.J.]

An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister-at-Law.

VI.

(Cases decided since the last Epitome, ante, p. 320.)

(Continued from page 763.)

(2) DECISIONS ON THE WORDS "INCAPACITY RESULTING FROM AN ACCIDENT."

Brown v. George Kent (Limited) (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 9th and 21st July, 1913).

FACTS.—A workman met with an injury to his knee, and was taken to a hospital, where the knee joint was operated upon. A few days later he developed scarlet fever, the knee began to suppurate, and in consequence a further operation was performed, which left the workman's leg stiff and shorter than the other. A claim for compensation was made and evidence was given at the arbitration that the poison of scarlet fever often causes suppuration, but that without the accident it could not have caused the existing injury. The fever was caught at the hospital, and was more likely to be caught by a patient who had been operated upon. The county court judge made an award in favour of the employers, on the ground that there was no proof that the incapacity resulted from the accident.

DECISION.—The judge misdirected himself; the incapacity was the result of the accident, although aggravated by a fresh cause. (*From note taken in court.* Case reported *L. J. newspaper*, 26th July, 1913, p. 457; *W. N.*, 2nd August, 1913, p. 258; *Times*, 22nd July, 1913; *L. T. newspaper*, 26th July, 1913, p. 320.)

New Monckton Collieries (Limited) v. Toone (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 15th July, 1913).

FACTS.—A miner injured his back in August, 1910, and was paid half wages until 8th October, 1910, voluntarily, and thereafter under an award by consent. In May, 1912, he was found and performed light work, and in July, 1912, the employer's doctor reported that he was fit to do his old work, but no suitable work was available for him. In September he had an attack of loss of memory, in consequence of which he was prohibited from going down the pit, and found

light work on the surface. In December the employers applied to terminate the weekly payments; the matter was referred to an arbitrator appointed by the county court judge, who stated a special case, which was confirmed by the judge on 7th May, 1913. It was found thereby that the employers had not discharged the onus of proving that the miner had entirely recovered from the injury to his back, that his mental condition was not connected with his injuries, and that it was not proved that his mental condition rendered him incapable of doing his old work.

DECISION.—The arbitrator and judge were right; there was no evidence to show that he could do miner's work. (From note taken in court. Case reported *L. T. newspaper*, 26th July, 1913, p. 318.)

McNally v. Furness, Withy and Company (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 15th and 16th July, 1913).

FACTS.—A stevedore was injured on 31st July, 1912; the employers admitted liability, and paid him £1 weekly compensation. On 8th January, 1913, the workman was arrested, and on 21st January sentenced to eighteen months' hard labour for larceny from the person. The appellants stopped paying compensation, and in March the workman issued a request for arbitration, claiming £1 weekly. The county court judge found that he was still partially incapacitated, and that there was nothing in the Act to deprive him of compensation by reason of misconduct; he awarded 12s. a week compensation.

DECISION.—The judge was right. *Harwood v. Wyken Colliery Co.* (1913), 2 K.B. 158, decided that a supervening incapacity was not a reason for depriving a workman of compensation. (From note taken in court. Case reported *L. J. newspaper*, 16th August, 1913, p. 492; *W. N.*, 26th July, 1913, p. 239; *Times*, 17th July, 1913; *L. T. newspaper*, 26th July, 1913, p. 319.)

James v. Mordey Carney and Company (Limited) (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 16th July, 1913).

FACTS.—A ship's painter met with an injury to his eye. The county court judge found the medical evidence conflicting, and sent the case to the medical referee to report whether the workman was incapacitated from performing his duties owing to the condition of his eye. The medical referee reported that there was apparently a great defect of vision, but that there was nothing abnormal in the eye to account for it; if the man's statements were true, it was either a case of hysterical blindness or the eye had always been defective. If the sight was what the man said it was, he was not fit to work as a ship's painter, but could paint on land when not on a scaffold. The judge on this report found (1) that the workman was incapacitated by reason of the accident from working as a ship's painter, (2) that he would have great difficulty in finding employment, and (3) awarded compensation on the basis of his average weekly earnings being 45s.

DECISION.—There was evidence on which the judge could find (1) and (2), but no evidence on which he could find the average earnings were 45s. (From note taken in court. Case reported *L. T. newspaper*, 2nd August, 1913, p. 347.)

(3) DECISION AS TO FORM AND REDEMPTION OF WEEKLY PAYMENTS.

Calico Printers' Association (Limited) v. Booth (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 7th July, 1913).

FACTS.—A workman met with an accident, which led to the amputation of his hand. His employers paid him half wages for over six months, and then applied to redeem the weekly payments. The county court judge held that the incapacity was permanent, and awarded £613 under Schedule I. (17), being 75 per cent. of the purchase price of an annuity equal to half his wages. The award said: "The employers may redeem" on payment of £613. They refused to do so, contending that redemption by them was optional. The workman appealed, and the employers entered a cross-appeal against the finding that the incapacity was permanent.

DECISION.—When an employer applies to redeem he must pay whatever sum the arbitrator awards. The principle had already been decided in *Castle Spinning Co. (Limited) v. Atkinson* [1905], 1 K. B. 336. Appeal allowed. There was evidence on which the judge was justified in finding that the incapacity was permanent; the onus of proving that it was so was not on the person alleging it. (From note taken in court. Case reported *SOLICITORS' JOURNAL*, 12th July, 1913, p. 662; *L. T. newspaper*, 12th July, 1913, p. 263; *W. N.*, 19th July, 1913, p. 229.)

(4) DECISIONS AS TO NOTICE OF ACCIDENT AND CLAIM FOR COMPENSATION.

Snelling v. Norton Hill Colliery Company (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 2nd and 3rd July, 1913).

FACTS.—A carting boy in a mine scratched his hand on 7th November, 1912; he felt no pain, and continued to work then and on the

two following days. On Sunday, the 10th, he felt pain, and the hand was poulticed; he worked on the 11th, but saw a doctor on the 12th, who found he was suffering from septic poisoning. The boy then gave verbal notice of the injury to the under-manager, who called his attention to a notice requiring notice of an accident to be given on the day on which it happened. Written notice was given and claim made on 21st November. The county court judge held that notice of the accident had not been given as soon as practicable, that the delay was not caused by mistake or other reasonable cause, and that it could not be said that the employers were not thereby prejudiced in their defence.

DECISION.—The judge was right. (From note taken in court. Case reported *L. T. newspaper*, 19th July, 1913, p. 293.)

Dight v. Owners of Ship "Craster Hall" (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 15th July, 1913).

FACTS.—A sailor was injured by an accident on board ship in November, 1910; he was discharged at Baltimore in February, 1911; after being treated in hospitals and sailors' homes at New York, New Orleans, and Baltimore, he was sent home as a distressed seaman, and arrived in England in September, 1912. In November he commenced proceedings for compensation. The county court judge held that he could have returned home on three previous occasions, but that failure to make a claim within six months was "due to" absence from the United Kingdom, and awarded compensation.

DECISION.—The judge was right. The case was covered by sec. 2 (1) (b), and the words "occasioned by" in that section have the same meaning as "due to." (From note taken in court. Case reported *L. J. newspaper*, 26th July, 1913, p. 457; *W. N.*, 2nd August, 1913, p. 259; *Times*, 16th July, 1913; *L. T. newspaper*, 19th July, 1913, p. 293.)

(5) DECISIONS ON THE WORD "WORKMAN."

Wilmerson v. Lynn and Hamburg Steamship Company (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 3rd and 5th July, 1913).

FACTS.—A harbour board under statutory powers appointed six head and sixteen assistant meters and weighers. They were employed according to a rota, and had to obey the rules made by the board; when men were required by shipowners they were supplied, and no one else could act in that capacity. Payment was made by the shipowners to the head man, who divided the amount among the meters under him. The steamship company exercised control as to how the work was to be done, and if dissatisfied with any man could complain to the head meter, and have another man sent. An assistant meter was injured while working on the respondent's ship, and claimed compensation from them. The county court judge held that he was employed by the respondents, and not hired out by the board to the company.

DECISION.—There was evidence to support the finding. (From note taken in court. Case reported *SOLICITORS' JOURNAL*, 26th July, 1913, p. 700; *Times*, 7th July, 1913; *L. T. newspaper*, 12th July, 1913, p. 262.)

Wray v. Taylor (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 4th July, 1913).

FACTS.—A steel tester was allowed by his employers to occupy a cottage adjacent to their offices rent free on condition that he carried out certain written instructions, which included the care of a stove which heated the offices. Owing to an escape of gas from the stove into his bedroom he was suffocated, and the county court judge awarded compensation to his daughter.

DECISION.—(Kennedy, L.J., dissenting.) The contract under which the workman occupied the cottage was a contract for services, not a contract of service, and it was not an implied term of the contract that he should sleep at the cottage. He was therefore not in the position of a workman at the time of the accident. Appeal allowed. (From note taken in court. Case reported *L. T. newspaper*, 12th July, 1913, p. 263.)

Smith v. Horlock (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.JJ., 15th July, 1913).

FACTS.—The captain of a sailing barge met with an injury to his knee. According to his evidence he had no right to fix freights or journeys, but had to obey instructions; he was paid by a share in the profits. The owner was not called, but his brother stated in evidence that both the captain and owner fixed freight and consulted each other. The only voyage taken was that on which the captain met with the accident, and that voyage and the freight were fixed by the owner. The county court judge held that the case was governed by *Boon v. Quance*, 3 B.W.C.C. 495, that the undertaking was a joint venture, and that therefore the captain was not a workman within the Act.

DECISION.—There was no evidence on which the judge could hold that the captain was not a servant. Appeal allowed. (From note taken in court. Case reported *L. T. newspaper*, 2nd August, 1913, p. 347.)

Pears and Others v. Gibbons and Others (C.A.: Cozens-Hardy, M.R., Kennedy and Swinfen Eady, L.J.J., 11th and 18th July, 1913).

FACTS.—One Pears entered into a deed of arrangement with his creditors, and Nelson was appointed trustee. Under the trust deed Nelson was entitled to employ the debtor, or any other person, and he did employ Pears, paying him £2 weekly. Within a year Pears died of lead poisoning while in the employ of another person; that employer paid compensation, and sought to recover contribution from Nelson, under sec. 8 (1) (iii) (c) (iii). The county court judge held that Pears was not employed under a contract of service within the Act, the relationship being more that of trustee and *certui que trust*.

DECISION.—There was evidence on which he could so find. (*From note taken in court.*)

(*To be continued.*)

CASES OF LAST SITTINGS

House of Lords.

HARPUR v. SWANSEA CORPORATION. 3rd, 7th, and 29th July.

LOCAL GOVERNMENT—WATERWORKS—BREAKING UP STREETS—LAYING WATER PIPE—SUBSEQUENT SUBSIDENCE OF STREET—COST OF REPAIR—"COMPENSATION FOR ANY DAMAGE"—"RECOVERY OF DAMAGES NOT SPECIALLY PROVIDED FOR"—JURISDICTION OF JUSTICES—WATERWORKS CLAUSES ACT, 1847, ss. 28, 35.

Section 28 of the *Waterworks Clauses Act*, so far as material here, provides that the undertakers may open and break up the soil of a street within the limits of the special Act, and lay down pipes and from time to time repair, alter or remove the same, and do all other works which they shall deem necessary "for supplying water to the inhabitants of the district included within the said limits, doing as little damage as can be in the execution of the powers hereby or by the special Act granted, and making compensation for damage which may be done in the execution of such powers."

The Corporation of S, as the water authority for the district, laid a main water pipe in a highway within their district, which was raised at this point above the level of the adjoining land. The work was done to the satisfaction of the surveyor of highways. Some months after the work was finished, this portion of the road, where the pipe had been laid, slipped away, and the road authority incurred expenses amounting to £87 10s. in making it good. The surveyor of highways appealed from a decision of the Court of Appeal, holding that compensation payable under section 28 of the Act of 1847 was not recoverable before justices as "damages not specially provided for" within the meaning of section 85 of the same Act, but could only be recovered by action. And, further, that the damage in question was "not damage done in the execution of such powers" within the meaning of section 28.

Held, that the decision of the Court of Appeal (1912, 3 K. B. 493, 10 L. G. R. 677) was right.

Appeal by the surveyor to the Breconshire County Council from a decision of the Court of Appeal, which reversed a decision of a Divisional Court. The question was whether the expenses to which the highway authority had been put in repairing a road, under circumstances which appear sufficiently in the head note, could be recovered before justices, or, as the Court of Appeal held, only by action.

The House took time for consideration.

Held, by THE HOUSE (Lords LOREBURN, SHAW, and PARKER) that the finding of the justices was not a finding that the damage had been done by the respondents in the execution of their statutory powers within section 28 of the Act of 1847, and, further, that the trench, having been filled in and work passed by the surveyor, section 28 had no longer any application. In their opinion this was a case of land "injuriously affected by the construction or maintenance of the works" within section 6 of that Act, which made the undertakers liable to pay full compensation to the owner or occupier of the land taken or used by them for the purposes of their undertaking. But the sum claimed being more than £50, the justices had no jurisdiction to hear the complaint. Accordingly the appeal was dismissed with costs.—COUNSEL, for the appellant, Sankey, K.C., and St. John Francis Williams; for the respondents, Macmorran, K.C., and S. Fleming. SOLICITORS, Field, Roscoe & Co., for D. W. E. & M. F. Thomas, Brecon; Sharpe, Pritchard, & Co., for H. Lang Coath, Swansea.

[Reported by ERSKINE REID, Barrister-at-Law.]

DAFF v. MIDLAND COLLIERY OWNERS' MUTUAL INDEMNITY CO. (LIM.). 30th June; 1st, 4th, and 28th July.

WORKMEN'S COMPENSATION—COMPANY—WINDING-UP—EMPLOYERS' CONTRACT WITH INSURERS—LIABILITY OF INSURERS—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 5.

A colliery company insured their workmen with an indemnity company. During the continuance of the policy the appellant Daff, a collier, was injured by accident, and was paid compensation by the indemnity company. The colliery company subsequently went into voluntary liquidation, and the indemnity company denied further liability on the ground that the premiums on the policy were not kept up by the

company in liquidation, and therefore the colliery was no longer a "protected" mine.

Held, reversing the order of the Court of Appeal, that upon the true construction of Clause 11 of the Articles of Association of the indemnity company, their liability to the colliery in respect of the compensation payable to this workman arose at the date of the accident, and was not affected, so far as he was concerned, by the subsequent conduct of the colliery company.

Decision of Court of Appeal (5 B. W. C. C. 671, 107 L. T. 836) reversed.

Appeal by the applicant Daff, a collier, from an order of the Court of Appeal. The facts were as follows: The appellant, while he was employed by the Alma Colliery Co., suffered an injury by accident on the 15th of June, 1909, and became totally incapacitated for work. The Alma Colliery Co. insured with the Midland Colliery Owners' Mutual Indemnity Co. (Limited), of Derby, as a protected mine, and the premium was regularly paid. The indemnity company accordingly paid Daff his compensation. The Alma Co. decided to go into voluntary liquidation, and for some reason or other the liquidator did not send when due a quarter's premium to the indemnity company. After it had been owing some time the indemnity company wrote asking for a cheque, which was promptly sent, and reached them on the 2nd of August. On the 4th of August the company had a meeting, at which a resolution was passed that, the premium being in default, the Alma Co. had ceased to be a member, and directing that the cheque received should be returned. This was done, and the compensation paid to Daff was stopped. By section 5 of the Workmen's Compensation Act, 1906, on an employer going into liquidation his rights against an indemnity company are automatically transferred to the workman, who himself can proceed against the company for compensation. Daff adopted this right, and claimed compensation in the Chesterfield County Court, but the judge held that the indemnity company, on the true construction of their articles of association, were acting within their rights in opposing the claim, as the Alma Co. had made default, and at that date there was no contract of insurance at all existing between the Alma Co. and the indemnity company. The Court of Appeal took the same view: Daff appealed to this House *in forma pauperis*.

THE HOUSE took time for consideration.

Lord SHAW held that it was not open to the respondent company, having pointed out a default and invited and received a cheque for payment of a call to purge this default, to adopt at a subsequent date such a resolution of determination of the membership and protection. In his opinion the workman could recover, and, therefore, the appeal would be allowed and the case remitted to the county court to have the claim proceeded with if the parties were unable to agree on the question of amount.

Lords DUNEDIN and MOUTON read judgments to the like effect. Appeal allowed.—COUNSEL, for the appellant, Scott Fox, K.C., and W. Shakespeare; for the respondents, Upjohn, K.C., L. Sanderson, K.C., and C. E. Shebbear. SOLICITORS, King, Wigg, & Brightman for Bertram Mathew, Chesterfield; Ullithorne, Currey, & Co. for C. F. Elliot Smith, Mansfield.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re TILT COVE COPPER CO. (LIM.). TRUSTEES, EXECUTORS, AND SECURITIES INSURANCE CORPORATION (LIM.) v. THE COMPANY. Neville, J. 11th July.

COMPANY—DEBENTURES—RESERVE FUND THE ONLY ASSET—PROPOSED DISTRIBUTION AMONGST SHAREHOLDERS—NO DEFAULT UNDER DEBENTURES—DEBENTURE-HOLDERS' ACTION—JEOPARDY—RECEIVER—INJUNCTION.

There is jeopardy where practically the only assets of a company consist in its reserve fund and the company proposes to distribute that among its shareholders without making provision for its debenture-holders.

In such a case, where nothing had otherwise occurred to make the debenture security enforceable, Neville, J., appointed a receiver, and this *ipso facto* made the debenture security enforceable.

The above-named company was formed in April, 1888, under the Companies Acts, to acquire and work copper mines in Newfoundland. In May, 1888, the company made a debenture issue of £80,000 in 800 debentures of £100 each, secured by the usual trust deed, and under the provisions of this deed the company was empowered to hold and enjoy its property, and to carry on its business until (*inter alia*) default was made in payment of some principal or interest secured by the debentures, or until an order of some court of competent jurisdiction was made. In June, 1890, the company granted a lease of its mines for ninety-nine years to another company at a rack rent subject to the rights of the debenture-holders. By a subsequent deed between the two companies it was arranged that instead of the rack rent being paid, the net profits arising from the working of the mines should be divided between the two companies in equal moieties, and that a reserve fund should be formed out of the profits to meet future losses, if any. In August, 1912, the lessee company, in exercise of a power contained in the lease, gave notice to determine the lease on the 31st of August, 1913, on the ground (as the fact was) that the mines were worked out. In June, 1913, the company gave notice that at its general meeting on the 1st of July, 1913, it would be proposed to distribute the whole of

the reserve fund in dividends amongst its shareholders. Thereupon the plaintiff corporation, who held some debentures, issued a writ on behalf of itself and all other the debenture-holders against the company and the debenture trustees claiming an injunction to restrain the application of the reserve fund in any way other than in redemption of the debentures and other relief, and now moved for an *interim* injunction or the appointment of a receiver. All the issued share capital of the company had been paid up in full, and was exhausted, the mines, plant and machinery were worthless, and the only asset of the company was the reserve fund, which amounted to about £10,000. The debenture interest had been duly paid up to date, and no event had occurred which, either under the debentures or the trust deed, entitled the debenture-holders to enforce their security. It was agreed to treat the motion as the trial of the action. Counsel for the plaintiffs contended that this was a case of jeopardy, because what was proposed to be done would seriously depreciate if not entirely destroy the value of the debenture security. Counsel for the defendant company, in arguing *contra*, said that no case of jeopardy had ever gone so far as this. There had been no default under the debentures, and the company was quite entitled to divide its profits until the debentures became enforceable.

NEVILLE, J., after stating the facts, said: This is quite a novel point. These debentures constitute a floating charge, and there is no provision in them or in the trust deed that applies to the precise circumstances that have happened. If this company were allowed to distribute its reserve fund it could not carry on business, and would come to an end, and the debenture-holders would lose practically the whole of their security. I think the case comes within the general principle of jeopardy, and I will accordingly appoint a receiver. The result of this will be that the debentures will become payable, and the security can now be enforced.—COUNSEL, *Jenkins, K.C.*, and *C. A. Kirby; Peterson, K.C.*, and *G. Borthwick; G. M. Simmonds. SOLICITORS, Slaughter & May; Blunt & Co.; Leadam & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

GIANNETTI (otherwise GRANT) v. GIANNETTI. Evans, P.
16th June.

DIVORCE—WIFE'S PETITION—NULLITY—BIGAMY—APPLICATION FOR DECREE ABSOLUTE—DELAY.

Delay in application is, in the absence of other reasons, no ground for refusing a decree absolute, where the only result would be to put the petitioner to the further expense of commencing proceedings afresh, and filing another petition.

Application for decree absolute. Esther L. B. Grant obtained a decree *nisi* of nullity on the 12th of April, 1904, the respondent, Michele Olderigo Giannetti, being proved to have a wife then living. She now applied to have that decree *nisi* made absolute. According to the usual practice in cases where there has been delay for more than twelve months in applying for a decree absolute, the petitioner had filed an affidavit, in which she stated (*inter alia*) that she left this country shortly after the hearing of her petition in 1904, and had resided abroad ever since; that at the request of her family she had taken no further proceedings for the sake of the children of the annulled marriage, and that as she had established her legal rights as regards the ceremony of marriage, she believed she could obtain a decree absolute at any time, and that she had considered that further publicity was against the interests of the children, and that, therefore, she had not applied previously, but that it had since become desirable to do so for other reasons involving her *status* in a foreign country, where she was now a resident. The Registrar, while adding the case to the list of decrees to be made absolute, referred the question of delay to the judge for argument. The application was not opposed. Counsel for the petitioner moved for a decree absolute, and referred to *Andrews (otherwise Ross) v. Ross* (1888, P. D. 15; 37 W. R. 239). He submitted that the court had no discretion. [EVANS, P.—The delay in that case was in filing the petition, and not in applying for a decree absolute.] Counsel for the petitioner argued that that case shewed that she was entitled to a decree as of right, and, if the present application were refused she would be put to the expense of filing a fresh petition.

EVANS, P., made the decree absolute.

COUNSEL, for the petitioner, *H. D. Grazebrook. SOLICITORS, for the petitioner, Gibson & Weldon.*

[Reported by C. P. HAWES, Barrister-at-Law.]

New Orders, &c.

Rules of the Supreme Court.

The following draft rules are published, pursuant to the Rules Publication Act, 1893:—

Draft Rules under the Trade Union Act, 1913, Section 2 (4).

1. All appeals to the High Court under section 2 (4) of the Trade Union Act, 1913, shall be brought by petition in the Chancery Division of the High Court of Justice presented within three months of the

decision of the Registrar, or within such further time as the court may under special circumstances allow. Each such petition shall state the nature of the decision appealed against, and shall also state concisely the grounds of the appeal, and no grounds, other than those so stated, shall, except with the leave of the court to be given on such terms and conditions as may seem just, be allowed to be taken by the appellant at the hearing.

2. Every such appeal shall, subject to any direction of the court to the contrary, be set down in the same manner as if it were a witness action, and be heard and disposed of in due course.

3. In all proceedings on such appeal the evidence shall be the same as that presented to the Registrar, if any, and no further evidence shall be given, except by the leave of the court on application to be made to the court at or before the hearing.

4. In all proceedings on such appeal, the court shall have all the powers by the Act vested in the Registrar, and may make any order which might, or ought to have been made by the Registrar.

5. In all proceedings on such appeal, the costs of and incident thereto, including the cost of any proceedings before the Registrar, shall be in the discretion of the court.

Copies may be obtained on application at the Lord Chancellor's Office, House of Lords, S.W.

Lord Chancellor's Office, August 25th, 1913.

High Court of Justice.

MID-VACATION NOTICE.

During the remainder of the Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice BAILHACHE.

COURT BUSINESS.—The Hon. Mr. Justice BAILHACHE will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 10.15 a.m., on Wednesday in every week, commencing on Wednesday, 10th September, for the purpose of hearing such applications, of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No Case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' Papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock two days previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.

—Application may be made in any case of urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chambers of Justices WARRINGTON and SARGANT will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice BAILHACHE will, until further notice, sit for the disposal of King's Bench Business in Judge's Chambers at 10.15 a.m. on Tuesday in every week, commencing on Tuesday, the 9th September.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 10th and 24th September, at the Principal Probate Registry, at 12.30.

Decrees will be made absolute on Wednesdays, the 17th of September, and the 1st of October.

All Papers for Motions and for making Decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 11 and closed at 3 o'clock, except on Saturdays, when the Offices will be opened at 10 and closed at 1 o'clock.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge, are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

- 1.—Counsel's certificate of urgency or note of special leave granted by the Judge.
- 2.—Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
- 3.—Two copies of notice of motion.
- 4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

Obituary.

Mr. T. M. Davenport.

Mr. Thomas Marriott Davenport, Clerk of the Peace for Oxfordshire, died on Monday night at his residence at Headington Hill, near Oxford, in his 72nd year. Mr. Davenport was a son of the late Mr. John Marriott Davenport, whom he succeeded in the office of Clerk of the Peace. He was educated at Rugby and Pembroke College, Oxford, and was the senior partner in the firm of Messrs. Davenport and Rose, solicitors. He succeeded his father, who was Clerk of the Peace for 51 years, in 1881, being appointed by the sixth Duke of Marlborough, and before that he had acted as Deputy Clerk of the Peace for 12 years. On the formation of the Oxfordshire County Council in 1889 Mr. Davenport was appointed its first clerk. For many years he filled the offices of Registrar of the Probate Court, Registrar of the Diocese of Oxford, hon. treasurer of the Clerks of the Peace Society, of which he was the oldest member, Under-Sheriff of the County, and Clerk of the Lord Lieutenantcy. He was an able ecclesiastical lawyer and had extensive knowledge of procedure under the Church Building and Burials Acts. His long connection with the County Council was marked by its freedom from litigation and the efficient manner in which its business has been conducted. Mr. Davenport was deeply interested in antiquarian subjects, and collected and presented to the county a number of valuable engravings of Oxfordshire worthies, which are now in the County Hall. Until two years ago he had never been absent from Quarter Sessions. He served under three Lords Lieutenant and three chairmen of the Quarter Sessions. He married in 1877 Emily, daughter of the late Rev. J. C. Clutterbuck, of Long Wittenham, Berks, by whom he had twelve children, ten of whom survive him. The funeral took place yesterday at Headington.

Legal News.

Changes of Partnership.

Dissolutions.

JAMES TURNER JACKSON and GEORGE RILEY CLARK, Solicitors (Clark, Jackson, & Clark), Church-lane, Oldham, and Middleton. April 23. The said James Turner Jackson will continue to practise on his own behalf at Church-lane, Oldham, aforesaid, and the said George Riley Clark will continue to practise on his own behalf at 19, Lord-street, Oldham, and at Middleton, aforesaid.

REGINALD WATTS, ERIC RICHARD WARD, and ERNEST FRANK ANTHONY, Solicitors (Watts, Ward, & Anthony), 4, Princess-square, Plymouth. August 22. The said Reginald Watts and Ernest Frank Anthony will continue to carry on the said business in partnership, under the style or firm of Watts & Anthony.

WALTER EDWARD MOORE, ERNEST JAMES WILDE, WILLIAM JEBB WIGSTON, EDWARD HUGH NORRIS WILDE, and FITZROY SAPTE, Solicitors (Wilde, Moore, Wigston, & Co.), 21, College-hill, in the City of London. June 30. The said Walter Edward Moore, William Jebb Wigston, Edward Hugh Norris Wilde, and Fitzroy Sapte will continue to carry on the said business in partnership under the style or firm of Wilde, Moore, Wigston, & Sapte. *Gazette*, August 29.

CHARLES TALLENT TALLENT-BATEMAN, JOHN KENNETH THWAITES, and WILLIAM HENRY WOOD MENZIES, solicitors (Tallent-Bateman, Thwaites & Menzies), 40, Brazenose-street, Manchester. Aug. 30.

SAMUEL TOMKINS MAYNARD and THOMAS SMITH, solicitors (Maynard & Smith), Royal Insurance-buildings, Brighton, and Church-road, Burgess Hill, both in the County of Sussex. Aug. 28. The said Samuel Tomkins Maynard will continue to carry on the said business under the present style or name of Maynard & Smith.

FREDERICK THOMAS COUPLAND and ERNEST HENRY WARD, solicitors (Coupland & Ward), 311, Upper Richmond-road, East Sheen, and at 149, Aldersgate-street, E.C. Aug. 27. Such business will be carried on in the future by the said Frederick Thomas Coupland alone.

ALFRED NOCKOLDS and ARTHUR CAMPBELL WADE, solicitors (Nockolds & Wade), Bishop's Stortford and Sawbridgeworth, Herts. June 30. So far as concerns the said Arthur Campbell Wade, who retires from the said firm. *Gazette*, Sept. 2, 1913.

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A.D. 1720.



Governor,
Sir Neville Lubbock,
K.C.M.G.

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Information Required.

Will of the late **AMELIA WILLIAMS**, of 19, Sinclair-road, Kensington, and 17, Roehampton-lane, Putney. Any solicitor or other person having prepared or having any knowledge of same is asked to kindly communicate with Wontner & Sons, 40, Bedford-row, London, W.C.

General.

Three homeless women were charged before Mr. Fordham at West London Police Court a few days ago with sleeping out in Holland Park-avenue, Shepherd's Bush, and being without visible means of subsistence. In sentencing each of them to fourteen days' imprisonment with hard labour, Mr. Fordham observed that the magistrates intended to do their best to put a stop to the danger and nuisance of vagrants using the streets of London as a sleeping place. "It is a mischievous practice," he said, "because it often leads to pilfering, and besides, it is not decent that men and women should be lying about the streets at night. There are plenty of casual wards where vagrants can be housed for the night, but I suppose the reason they shun these places is that they would be called upon to do a little work for their night's board and lodging."

The *Suffragette* contains the following message from Mrs. Pankhurst to the members of the Women's Social and Political Union:—"In common with many others who have experienced the rigours of the 'Cat and Mouse Act,' I am now gathering up the strength needed for a renewed battle when the holiday season is over. I hope that every one of you will also take advantage of the present lull in political activity to take the rest and change that you all so richly deserve. We shall not, however, lose sight, even for a day, of two matters vital to the welfare of the union. One is the circulation of the *Suffragette*, and the second point is a financial one. All those who may express to us their sympathy with the fight that we are making against disfranchisement and coercion should be asked to give practical expression to that sympathy by subscribing to the W.S.P.U. Campaign Fund. I rejoice with you in our latest victory over the Government."

The Alien Immigration Board recently rejected a married German woman, who had arrived in London with four young children, wishing to join her husband who was working as a tailor in Manchester. It was stated that the husband had only been in England a few months, but was earning £2 a week regularly, and wished his family to join him. The decision of the Board was made on medical grounds. Dr. Warwick (representing the Home Office) said that the children were suffering from ringworm and a parasitical disease of the hair which would render it most undesirable for them to come into close contact with others. Dr. Feldman suggested that this disease, if it existed—and he had failed to detect it—might be cured within six weeks, but Dr. Warwick said it could not be cured so soon and would be a great source of danger, especially if the children were sent to school. The applicant and her children will be sent back to Germany.—*Times*.

A special committee has been appointed to inquire into the allegations of excessive sickness claims and malingering among insured persons. Sir Claud Schuster, the legal member of the English Insurance Commission, is chairman, and among the other members are Miss Mona Wilson, the lady member of the Commission, Miss Mary Macarthur, secretary of the Women's Trade Union League, Mr. W. P. Wright, Grand Master of the Manchester Unity, Mr. A. H. Warren, president of the National Conference of Friendly Societies, Mr. Walter Davies, Sons of Temperance Society, the chairman of the Manchester Insurance Committee, and three representatives of the medical profession. The terms of reference are "to inquire into and report upon the alleged excessive claims upon and allowances by approved societies in England in respect of sickness benefit and any special circumstances which may cause any such claims or allowances." The investigation is limited to England. A full inquiry will be made into the allegations of malingering, particularly among women, and into the assertions that panel doctors have granted medical certificates to in-

sured persons without proper examination and for trivial ailments.—*Times*.

The enormous damage done to the roads in Middlesex and the great expense thrown on the county ratepayers in repairing motor-omnibus routes are referred to by Mr. H. T. Wakelam, the county surveyor, in his annual report. He says that the macadamized roads of the county subjected to frequent motor-omnibus services are, almost without exception, in a bad condition. The authorities of the county have endeavoured to keep the surfaces of the roads in their respective areas in as good a state of repair as possible, but their efforts have not met with much success. The necessary extra expenditure for maintenance has caused the upkeep charges to increase to an alarming extent, and with the proposed extensions of omnibus traffic from the metropolis through Middlesex further increased expenditure must undoubtedly be looked for. With the object of improving the condition of the main roads of the Isle of Wight for motor and other traffic the rural district council have adopted a new system by which one man will be made entirely responsible for keeping in order a specified length of road, instead of having road foremen for districts larger than they can personally attend to. This involves the appointment of some fifty men in place of about half that number of road foremen. The question is also being considered of taking up a large loan for strengthening the foundations of some of the main roads, with the assistance of grants from the Road Board.—*Times*.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Adv.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, Aug. 29.

BUST BEE PRINTING AND PUBLISHING CO. LTD.—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Edmund Meadowsfoot Owen, Liverpool, liquidator.

NORMA LTD.—Creditors are required, on or before Oct 10, to send in their names and addresses, and the particulars of their debts or claims, to Oliver Sunderland, 15, Eastcheap, liquidator. Ellis & Collier, John St, Bedford row, solers for the liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Sept. 2.

H. D. R. WELDING AND ENGINEERING CO. LTD.—Creditors are required, on or before Sept 5, to send in their names and addresses and the particulars of their debts or claims, to Michael Bernard Mahoney, liquidator. E. Arnold Richardson, London, N. soler for the liquidator.

HUBART ELECTRIC TRAMWAY CO. LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Warner, 11, Queen Victoria st, liquidator.

KING-POTTER, CLEMENTS & CO. LTD.—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to Mr. Alexander Niblett, Lincoln's inn fields, joint liquidator.

NOTTINGHAM (MARKET ST.) THEATRE, LTD.—Creditors are required, on or before Oct 4, to send their names and addresses, and the particulars of their debts or claims, to Charles J. Pain, Low prmt, Nottingham, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Aug. 23.

GRAND ELECTRIC THEATRE HANWELL, LTD.

PERKLESS MOTOR CO. LTD.

F. C. HATHAWAY, LTD.

NORTHERN SUBURBAN LAND CO. (No. 2) LTD.

WADE, HODGES & CO. LTD.

NORMA CO. LTD.

STOLTE ELECTROPHONE CO. (LONDON), LTD.

MERTON AND MERE, LTD.

London Gazette—TUESDAY, Sept. 2.

MA-BU-TE DAIRY CO. LTD.

NORTONTHORPE COLLIER CO. LTD.

R. POLLOCK SEM, LTD.

SCIENTIFIC AND INSTRUCTIVE AVIATION CO. LTD.

EASTERN PETROLEUM CO. LTD.

NOTTINGHAM (MARKET ST.) THEATRE, LTD.

BLACKPOOL UNIVERSAL NOVELTIES CO. LTD.

D. K. B. SYNDICATE, LTD.

TANWORTH RINKING CO. LTD.

HOBART ELECTRIC TRAMWAY CO. LTD.

ST. JACOB'S OIL, LTD.

WILLIAM B. DELL & SON, LTD.

MILFORD HAVEN CO-OPERATIVE SOCIETY, LTD.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, Aug. 29.

ATKINSON, WILLIAM, Lancaster, Gunsmith Sept 29 Hall & Co, Lancaster
BART, FLORENCE SELINA, Brighton Sept 27 Parsons & Squire, Leicester
BOWEN, EDWARD, Hastings, Sept 29 Fillmer & Port, Brighton
BROOKS, HENRIETTA MARIA, Compton, Hants Sept 28 Bowkers, Queen Victoria st
BRUCE, FRANK ROBERT, Elghiston, Birmingham, Manufacturer Sept 30 Brooks & Monk, Birmingham

BURKE, ELLEN CONSTANCE, Stanwick rd, West Kensington Sept 29 Hutchins & Co, Lincoln's inn fields

COCKBURN, JOHN, Ashleworth, Glos, Farmer Sept 30 Franklin & Jones, Gloucester
COLE-HAMILTON, HARRIET ELIZABETH, Hertingfordbury, Her. ford Oct 25 Longmore & Co, Hertford

CURTIS, FRANCES, Ledbury Oct 1 Stephenson & Co, 31, Lombard st

GILBERT, ELIZA SUSAN, Petherton rd, Highbury Sept 27 Cole & Jackson, Essex at

GRAY, RICHARD, Margate Oct 11 Hills & Shea, Margate

HACKER, WILLIAM, Elworthy ter, Hampstead Oct 1 Gover & Son, Monument at

HANWEE ABRAHAM, Cheetham, Manchester, Merchant Oct 30 Milne & Co, Manchester

HANSARD, EDITH LAURA, Hove, Sussex Oct 10 Rivington & Son, Fenchurch bligs

HICKMAN, ISAAC, Farquhar rd, Upper Norwood Oct 27 Lupton & Fawcett, Leeds

HUGHES, JOHN, Llanrug, Carna von, Grocer Sept 23 Ellis & Co, Carnarvon

HYMAN, WILLIAM ARTHUR, Crouch End Oct 1 Double & Sons, Finsbury

JOHNSON, JESSIE, West Norwood, Surrey Sept 30 Reed & Reed, Guildhall chmbrs

MOGFORD, RICHARD, Birmingham, Solicitor Oct 18 Mogford & Co, Birmingham

MOORE, JAMES, Clayton le Moors, Lancs Oct 4 Britcliffe, Acoorington

NORSWORTHY, GRACE, Ba'combe st, Dorset sq Sept 30 Baker & Savigny, Marylebone rd

RANDELL, JOHN WILLIAM, Bagleys in, Folham Oct 7 Gerrish & Foster, College at

RANKES, ALEXANDER PETER, Great Bookham, Surrey Oct 1 Gasquet & Co, Great Tower st

ROBINSON, EDWARD, Thornhill, Yorks, Dyer Sept 29 Chadwick & Co, Dewbury

RUGGARD, ANNE LLOYD, Eridgworth, Salop Oct 17 Hall & Co, Manchester

SHARPLES, ROBERT, Clayton Green, nr Chorley, Lancs, Farmer Oct 3 Woodcock, Bamber Bridge

SINKER, ANNA, Jenner rd, Stok: Newington Oct 10 Wickes & Knight, Finsbury House, Blomfield st

SINKER, ROBERT, Cambridge Oct 10 Whitehead & Son, Cambridge

STUART, MARY, Newcastle upon Tyne Sept 9 Stewart, Newcastle upon Tyne

TAYLOR, JAMES, Heywood, Lancs Sept 25 Banks & Co, Heywood

TAYLOR, SARAH, Heap Bridge, nr Bury, Lancs Oct 11 Butcher & Barlow, Bury

WATSON, GEORGE ALFRED, Osmothorpe, Leeds Oct 1 Middleton & Sons, Leeds

WATSON, JAMES, Birmingham, Jeweller Oct 18 Mogford & Co, Birmingham

WILSON, ALICE MARY, Swansea Sept 15 Newcombe, Swansea

WILLS, JOHN HENRY, Plymouth Sept 18 Ems son, Plymouth

WINTON, EDITH ELEANOR DE, Lynton, Devon Sept 30 Marsden & Co, Henrietta st, Cavendish square

WYNN, ABRAHAM GEORGE, Pieck, Walsall Sept 18 Evans, Walsall

London Gazette—TUESDAY, Sept. 2.

ALLEN, LAURA HOWARD, Roxborough pk, Harrow on the Hill Oct 14 Bird & Bird, Gray's inn sq

BATES, JOSEPH, Tottenham, Wolverhampton, Brass Founder Oct 1 Fowler & Co, Wolverhampton

BEDDOES, RICHARD, Chendle Heath, nr Stockport, Builder's Merchant Oct 1 Foulds & Layco k, Manchester

BLISS, MATTHEW, Aylesbury Oct 11 Horwood & James, Aylesbury

BRADY, FRANCIS, Warley, W. rooster Sept 30 O'Connor, Birmingham

BRAIN, JOSEPH STEELE, Den'lquin, New Sou h Wales, Stock Agent Oct 13 Surr & Co, Laif-ice Pountney hill

BROADFIELD, EDWARD JOHN, Prestwich, Lancs Sept 30 Parkinson & Co, Manchester

BROCKMER, KATE BROCKMER, Norbury Purton, Wilts Oct 4 Bevir & Son, Wootton Bassett

CLARKE, MARGARET, Clitheroe, Lancs Nov 1 Baldwin & Co, Clitheroe

CLOUGH, JAMES, Ashton under Lyne, Coal Merchant Sept 30 Whitworth, Ashton under Lyne

COOPER, SAMUEL JOSHUA, Mount Vernon, nr Barnsley Oct 31 Newman & Bond, Barnsley

CULLINGHAM, ALEXANDER, Ecclestone rd, West Ealing Oct 6 London and South Western Bank, Ltd, Fenchurch st

DAY, HENRY CHARLES ARUNDELL, Bristol, Solicitor Oct 31 Day & Wright, Bristol

DETOIT, MARIE, Princes Risborough Oct 11 Horwood & James, Aylesbury

EDLES, CAROLINE, Addlestone Sept 29 Stutfield & Son, Parliament st

ELDRID, SARAH JANE ELIZABETH ANNA MARIA, Regent's Park rd Oct 6 Spreat, Queen Victoria st

FINCH, HENRY, Tunbridge Wells Oct 15 Simpson & Co, Gracechurch st

GARLICK, JOHN LEONARD, Gloucester Corn Merchant Sept 30 Taynton & Son, Gloucester

GIBSON, ANN, Ardwick, Manchester Sept 29 Orrell, Manchester

GLOYN, ELIZABETH, Wilmslow, Chester Sept 29 Dixon & Co, Manchester

GORDON, FRANCIS HARRY, Ealing Oct 31 Russell & Son, Lichfield

GRAY, GEORGE WILLIAM, Grimsby, Saw Mills Proprietor Sept 30 Wilkin & Chapman, Grimsby

HAINSWORTH, ELIZABETH, Cover Hill, Halifax Oct 1 Dey, Halifax

HIPWELL, MARTHA, Bournemouth Sept 6 Rowlands & Co, Birmingham

HOBBS, ELIZABETH, Worcester Sept 30 Southall & Co, Worcester

HODGSON, WILLIAM HENRY, Ripon, Yorks Oct 15 Hutchinson, Ripon

HOLME, GEORGE JAMES, Clitheroe, Lancs, Solicitor Nov 1 Baldwin & Co, Clitheroe

HOWLERN, ISABELLA, Crookes, Sheffield Oct 3 Bagshaw & Co, Sheffield

HURST, SOPHIA, Grimsby Sept 30 Wilkin & Chapman, Great Grimsby

MANLEY, ANNE, Exeter Sept 29 Friend & Tabet, Exeter

MITCHELL, ARCHIBALD, Bloemfontein, S Africa Nov 25 Sherwin, Birmingham

MOORHOUSE, JOHN EDWARD, Wythe Green, Warwick, Builder Oct 21 Restall & Co, Birmingham	SMITH, WILLIAM WALTER, Keyes rd, Cricklewood Oct 6 Woolley, Clement's Inn, Strand
NEALE, JOSEPH, Eastbourne Oct 28 Stapley, Eastbourne	STARTON, Rev ARTHUR HENRY, Brooke st, Holborn, Clerk Oct 20 Stanton & Hudson, Cannon st
POOLE, SUSANNA THOMSON, Kildare ter, Bayswater Oct 20 Davies, Queen's rd, Bayswater	STANTON WALTER JOHN, Stroud, Glos, JP Oct 20 Stanton & Hudson, Cannon st
FULMAN, JOHN, Heavilee, Devon, Builder Oct 1 Daw & Son, Exeter	SWIRE, FREDERICK, Hucclecote, Glos Oct 20 Stanton & Hudson, Cannon st
PYE, RICHARD, Waddington, Yorks Nov 1 Baldwin & Co, Clitheroe, Lancs	SWIRE, MARIA CECILIA, Newark Oct 20 Stanton & Hudson, Cannon st
PYE, SUSANNAH, Waddington, Yorks Nov 1 Baldwin & Co, Clitheroe, Lancs	TAYLOR, JAMES BRUNKEE, Midsomer Norton, Somerset, Schoolmaster Oct 14 Pomeroy & Son, Bristol
ROBINSON, HANNAH, Bedale, Yorks Oct 1 Edmundson & Gowland, Masham, Yorks	THOMAS, JOHN, Gorseinon, Glam Oct 31 Edwards, Swansea
ROGERS, ALICE SEAGER, East Tytherton, Bremhill, Wilts Nov 1 Wood & Awdry, Chippenham, Wilts	WATSON, CHARLOTTE ANN, Hastings Nov 29 Neal, Arthur st
ROGERS, CATHERINE SEAGER, East Tytherton, Bremhill, Wilts Nov 1 Wood & Awdry, Chippenham, Wilts	WHITE, JAMES, Ashton under Lyne, Lancs, Tobacco Merchant Sept 10 Clayton & Son, Ashton under Lyne
SAGER, ELIZABETH, Fold Mitton, Yorks Nov 1 Baldwin & Co, Clitheroe, Lancs	WHITING, ELIZA, Reading Sept 29 Martin & Martin, Reading
SEARLE, GEORGE, Southgate, Licensed Victualer Oct 7 Thorp & Saunders, Salisbury house, London Wall	WEBSTER, EDMUND FORSTER, C I E, Lennox gdns Oct 7 Beachcroft & Co, Theobalds rd
SINOT M, MARY FLORENCE, Elgin av, Maida Vale Sept 29 Elkin & Henriques, Salters Hall ct, Cannon st	WEEKS, WILLIAM, Poplar, Shipwright Oct 20 Jones, Ludgate hill
SLATES, MARTIN, Weston Colville Hall, Cambridge, Farmer Oct 31 Eaden & Co, Cambridge	WOLVERIDGE, JOHN, Lordship rd, Stoke Newington Oct 15 Cooper & Co, Birch in
SMITH, FRANK RILEY, Tadcaster, Yorks, Brewer Sept 21 Middleton & Sons, Calverley chambers, Leeds	WOOD, ANNE, Portishead, Somerset Sept 20 Day & Wright, Bristol
	YOUNG, HENRY, Bristol, News Vendor Oct 14 Pomeroy & Son, Bristol

Bankruptcy Notices.

London Gazette.—TUESDAY, Aug. 26.

FIRST MEETINGS.

ASHTON, FRANK, Romiley, Chester, Calico Printer Sept 3 at 12.15 Off Rec, Castle chambers, 6, Vernon st, Stockport

BASTOCK, THOMAS ALFRED, Brierley Hill, Staffs, Fruiterer Sept 3 at 12 Off Rec, 1, Priory st, Dudley

BOKENHAM, W H, Hanwell Sept 4 at 3 Off Rec, 14, Bedford row

BROOMBY, THOMAS, Higher Tranmere, Birkenhead, Tobacco Dealer Sept 3 at 11 Off Rec, 11, Dale st, Liverpool

COHEN, HARRIS, High st, Whitechapel, Woollen Merchant Sept 4 at 11 Bankruptcy bldgs, Carey st

CRAWFORD, ALGERNON GRAY, Narborough Vicarage, Swaffham, Norfolk, Commission Agent Sept 5 at 10.30 Court House, King's Lynn

DAVEY, DUNCAN, Langley Park, Durham, Physician Sept 3 at 2.30 Off Rec, 3, Manor pl, Sunderland

FULLERTON, CHARLES, Waterloo, Lancs, Wine Merchant Sept 3 at 11.30 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

A GREEN & Co, Chesterfield, Furniture Dealer Sept 3 at 12.30 Angel Hotel, Chesterfield

HARRISON, GEORGE, Birmingham, Boot Manufacturer Sept 3 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham

HICKS, WILLIAM HENRY, Leasingham, Lincs, Wheelwright Sept 5 at 12.30 Off Rec, 10, Bank st, Lincoln

HITCHCOCK, JAMES WILLIAM, Borrowash, Derby, Grocer Sept 4 at 11.30 Off Rec, 12, St Peter's churchyard, Derby

JACOBS, ISAAC FREDERICK, Sheerness, Solicitor Sept 3 at 3 115, High st, Rochester

JAGIELSKI, VICTOR, Dorset sq, Regent's Park, Doctor Sept 5 at 11 Bankruptcy bldgs, Carey st

JANSEN, ERNEST ARTHUR, Stoke Newington, Confectioner Sept 5 at 12 Off Rec, 14, Bedford row

KNIGHT, ATHELSTAN ALFRED ALLEN, Aldershot Sept 5 at 12 Bankruptcy bldgs, Carey st

LOBLEY, JOHN THOMAS, Preston, Commission Agent Sept 5 at 11.15 Off Rec, 13, Winckley st, Preston

MADDER, FRANK, Aylesbury, Draper Sept 3 at 12 1 St Aldates, Oxford

METCALFE, JANE ELIZABETH and ROSINA METCALFE, Blackpool, Dressmakers Sept 5 at 11 Off Rec, 13, Winckley st, Preston

NELSON, HENRY JAMES HAYLOCK, Bristol, Bookseller Sept 3 at 11.30 Off Rec, 26, Baldwin st, Bristol

NORMAN, WILLIAM, Dalton le Dale, Murton, Durham, Farmer Sept 4 at 2.30 Off Rec, 3, Manor pl, Sunderland

ROBERTS, HARRY and ELEANORA ROBERTS, Leigh, Lancs, Confectioners Sept 4 at 11.30 Off Rec, 19, Exchange st, Bolton

SOHOLES, EDWIN PARNELL, Bolton, Lab's, Fruiterer Sept 4 at 3 Off Rec, 19, Exchange st, Bolton

STEVENSON, EDWIN, Watlington Moor, Derby, Boot Dealer Sept 3 at 12 Angel Hotel, Chesterfield

THOMAS, SARAH ANN, Bristol Sept 3 at 11.45 Off Rec, 26, Baldwin st, Bristol

VIVIAN, Capt A W H, Linden gr, Nunhead Sept 4 at 11 Bankruptcy bldgs, Carey st

WEBB, MATTHEW RIGHTON, Sherborne In, Solicitor Sept 3 at 12 Bankruptcy bldgs, Carey st

WODEHOUSE, A C, Kenal rd Sept 4 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BASTOCK, THOMAS ALFRED, Brierley Hill, Staffs, Fruiterer Stourbridge Pet July 30 Ord Aug 22

BROOMBY, THOMAS, Higher Tranmere, Birkenhead, Chester, Tobacco Dealer Birkenhead Pet July 23 Ord Aug 22

COHEN, HARRIS, High st, Whitechapel, Woollen Merchant High Court Pet Aug 22 Ord Aug 23

CRAWFORD, ALGERNON GRAY, Swaffham, Norfolk, Commission Agent King's Lynn Pet July 15 Ord Aug 23

CUDBY, WALTER CHARLES WILLIAM, Talywain, Mon., Builder Newport, Mon Pet Aug 22 Ord Aug 22

DAVIES, LOUIS, Aldersgate st, Umbrella Manufacturer High Court Pet July 22 Ord Aug 21

FULLERTON, CHARLES, Liverpool, Wine Merchant Liverpool Pet Aug 23 Ord Aug 25

GLYE, THOMAS RICHARD, Whorlton, Durham Stockton on Tees Pet Aug 22 Ord Aug 22

HAM, WILLIAM, Friar Place in, East Acton High Court Pet May 17 Ord Aug 23

HAMMOND, EDWARD JAMES, Ford, Devonport, Messman, Royal Navy Plymouth Pet Aug 23 Ord Aug 23

INGLETON, ALFRED SNELLER, Herne Bay, Builder Canterbury Pet Aug 20 Ord Aug 21

JONES, THOMAS OWEN, Swansea, Fruiterer Swansea Pet Aug 22 Ord Aug 22

LATIMER, ALEXANDER, Blakeney av, Ealing High Court Pet July 9 Ord Aug 20

LE QUEUX, WILLIAM TUPNELL, Hotel Cecil, Strand High Court Pet June 4 Ord Aug 22

LOBLEY, JOHN THOMAS, Preston, Commission Agent Preston Pet Aug 22 Ord Aug 22

NORMAN, WILLIAM, Dalton le Dale, Murton, Durham, Farmer Sunderland Pet Aug 21 Ord Aug 21

SMITH, WILLIAM HENRY, Sneinton, Nottingham, Assistant Schoolmaster Nottingham Pet Aug 22 Ord Aug 22

STANTON, AUBREY MATTHEW, Moreton Pinkney, Northampton, Dealer Banbury Pet Aug 20 Ord Aug 20

SIRUDWICK, LESLIE HAYWARD, Dewar House, Haymarket High Court Pet June 24 Ord Aug 25

WOOLF, ALBERT EDWARD, Worle, Somerset, Butcher Bridgwater Pet Aug 23 Ord Aug 23

London Gazette.—FRIDAY Aug. 29

RECEIVING ORDERS.

ADLINGTON, ARTHUR, Middlesbrough, Yorks, Block Minder Middlesbrough Pet Aug 25 Ord Aug 25

BATEMAN, HARRY, Hawkhurst, Kent High Court Pet July 11 Ord Aug 25

BORTHWICK, REGINALD, Jermyn st, High Court Pet May 22 Ord Aug 25

BRAFF, A, Cranbourne st, Variety Agent, High Court Pet July 29 Ord Aug 25

BRIGGS, Solomon, Nettleton, Lincs, Cottage Farmer, Lincoln Pet Aug 25 Ord Aug 25

CHAPLIN, THOMAS GREENWAY, S.bury, Worcester, Grocer, Worcester Pet Aug 26 Ord Aug 26

CHIERICO, GIOVANNI, Amphill sq, Provision Merchant's Manager High Court Pet Aug 3 Ord Aug 25

CREBER, HENRY, Moreton in Marsh, Glos, Innkeeper Banbury Pet Aug 22 Ord Aug 22

DURKIN, MARTIN POTTER, Kirkdale, Liverpool, Grocer Liverpool Pet Aug 25 Ord Aug 27

EBBUTT, MAUD ISABEL, Barn Green, Worcester, Schoolmistress Birmingham Pet Aug 27 Ord Aug 27

GITTERMANN, MORRIS, Newcastle upon Tyne, Ladies Tailor Newcastle upon Tyne Pet Aug 26 Ord Aug 26

HARRIS, JOHN MURRAY, Wellington, Salop, Upholsterer Shrewsbury Pet Aug 26 Ord Aug 26

IRDALE, JOE, Linthwaite, nr Huddersfield, General Dealer Huddersfield Pet Aug 27 Ord Aug 27

IVSON, THOMAS JUDSON, Middlebrough, Yorks, Proof Reader Middlesbrough Pet Aug 27 Ord Aug 27

KELLY, MICHAEL, Scarborough, Fish Merchant Scarborough Pet Aug 25 Ord Aug 25

KOPPENHAGEN, JAMES, Fordwych rd, Kilburn High Court Pet June 10 Ord Aug 27

LAUMAN, WALTER, Aberdare, Coach Builder Aberdare Pet Aug 25 Ord Aug 25

MARSHALL, ISAAC, Branley, Surrey, Farmer Guildford Pet Aug 26 Ord Aug 26

MOODY, JOSEPH CHARLES, Middlesbrough, Motor Dealer Middlesbrough Pet Aug 27 Ord Aug 27

QUILTER, ALBERT JOHN, Old st, City, House Furnisher High Court Pet Aug 8 Ord Aug 27

RANSOM, HENRY, Farnham, Surrey, Blacksmith Guildford Pet Aug 25 Ord Aug 25

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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ESTABLISHED IN 1890.

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APPLY FOR PROSPECTUS.

ROSENTHAL, MAX, Great Russell st., Diamond Merchant High Court Pet May 30 Pet Aug 25
 SCHREYER, E. DORIS, Bath Bath Pet Aug 12 Ord Aug 25
 SHEPHERD, CHARLES PARROTT, Mold, Flint, Auctioneer Chester Pet July 16 Ord Aug 25
 TANNER, JACOB PRESTON, Kendal, Plumber's Manager Kendal Pet Aug 25 Ord Aug 25
 TAYLOR, FREDERICK TURNER, Otley, Yorks, Joiner Leeds Pet Aug 25 Ord Aug 25
 WILLIAMS, ARTHUR EDWARD, Kendal, Boot Maker Kendal Pet Aug 25 Ord Aug 25

Amended Notice substituted for that published in the London Gazette of Aug. 22:

COWEN, LAURENCE, Joubert mans, Chelsea, Impresario High Court Pet June 11 Ord Aug 25

FIRST MEETINGS.

BATEMAN, HARRY, Hawthurst, Kent Sept 8 at 11 Bankruptcy bldg, Carey st
 BORTHWICK, REGINALD, Jermyn st, Piccadilly Sept 8 at 11.30 bankruptcy bldg, Carey st
 BRAFF, A. Cranbourne, Variety Agent Sept 8 at 12 Bankruptcy bldg, Carey st
 BRIGGS, SOLOMON, Nettleton, Lincs, Cottage Farmer Sept 10 at 12 Off Rec, 10, Bank st, Lincoln
 CHIRRELL, GEORGE, Old Compton st, Soho, Foreign Provision Merchant Manager Sept 8 at 1 Bankruptcy bldg, Carey st
 CLAYTON, HENRY, Gateshead, Grocer Sept 9 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
 COOK, GEORGE W. H., Hall Green, Birmingham, Plumber Sept 10 at 11.30 Ruskin chambers, 121, Corporation st, Birmingham
 DAY, MARK, Billingborough, Lincs, Poulterer Sept 6 at 1.30 White Horse Hotel, Soaling
 EDWARDS, BENJAMIN, Castleton, Rochdale, Green Grocer Sept 10 at 11.30 Town Hall, Rochdale
 GIFFORD, MAURICE WINTON, Folkestone, Auctioneer Sept 6 at 11 Off Rec, 68A, Castle st, Canterbury
 GLYN, THOMAS RICHARD, Whorlton, Durham Sept 9 at 12 Off Rec, Court chambers, Albert rd, Middlesbrough
 HALE, ARTHUR JAMES, Burnsmouth, Corn Merchant Sept 8 at 2.30 St Peter's Small Hall, Hinton rd, Burnsmouth
 HAANKELMAN, HENRY, Wood st, Swiss Embroidery Merchant Sept 12 at 11 Bankruptcy bldg, Carey st
 HARRIS, JOHN MURRAY, Wellington, Salop, Upholsterer Sept 9 at 11.30 Off Rec, 22, Swan hill, Shrewsbury
 KELLY, MICHAEL, East Sandgate, Scarborough, Fish Merchant Sept 4 at 4 Off Rec, 43, Westborough, Scarborough
 KOPFERHAGEN, JAMES, Finsbury, ct Sept 9 at 11 Bankruptcy bldg, Carey st
 LAUMAN, WALTER, Aberdeen, Glam, Coach Builder Sept 10 at 11.30 Off Rec, St Catherine's chambers, St Catherine's, Pontypriid
 LUKIES, WILLIAM EDWIN, Castle Camps, Cambridge, Grocer Sept 8 at 12 Off Rec, 5, Petty Cur, Cambridge
 MARSHALL, ISAAC, Bramley, Surrey, Farmer Sept 8 at 11.30 132, York rd, Westminster Bridge rd
 MINNITT, GUY NEVILLE, Longfield rd, Ealing Sept 8 at 3 Off Rec, 14, Bull-rd row
 PHILLIPS, PHILIP, Merthyr Tydfil, Draper Sept 8 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
 QUILTER, ALBERT JOHN LEWIS, Old st, City, House Furnisher Sept 10 at 11 Bankruptcy bldg, Carey st
 RANSOM, HENRY, Farnham, Blacksmith, Sept 8 at 12 132, York rd, Westminster Bridge rd
 ROSENTHAL, MAX, Great Russell mans, Great Russell st, Diamond Merchant Sept 10 at 11 Bankruptcy bldg, Carey st
 TAYLOR, FREDERICK TURNER, Otley, Yorks, Joiner Sept 9 at 3 Off Rec, 24, Bond st, Leeds
 WHATFOOT, WILLIAM, Springfield, Eaglescliffe, Durham, Dentist Sept 9 at 11.30 Off Rec, Court chambers, Albert rd, Middlesbrough

ADJUDICATIONS.

ADLINGTON, ARTHUR, Middlesbrough, Block Minder Middlesbrough Pet Aug 25 Ord Aug 25
 BRIGGS, SOLOMON, Nettleton, Lincs, Cottage Farmer Lincoln Pet Aug 25 Ord Aug 25
 COOK, GEORGE W. H., Hall Green, Birmingham, Plumber Birmingham Pet Aug 7 Ord Aug 25
 COWEN, LAURENCE, Joubert mans, Chelsea, Impresario High Court Pet June 11 Ord Aug 27
 CREBER, HENRY, Moreton in Marsh, Glos, Innkeeper Sandbury Pet Aug 25 Ord Aug 25
 DAVID, DUNCAN, Langley pk, Durham, Physician Durham Pet July 15 Ord Aug 25
 EBBUTT, MAUD ISABEL, Barst green, Worcester, Schoolmistress Birmingham Pet Aug 27 Ord Aug 27
 GOLDBERG, BENJAMIN, Basinghall st, Tailor High Court Pet July 25 Ord Aug 25
 HARRIS, JOHN MURRAY, Wellington, Salop, Upholsterer shrewbury Pet Aug 25 Ord Aug 25
 IRDALE, JOE, Upper Clough, Lintwaite nr Huddersfield, General Dealer, Huddersfield Pet Aug 27 Ord Aug 27
 IYERSON, THOMAS JUDSON, Middlesbrough, Proof Reader Middlesbrough Pet Aug 27 Ord Aug 27
 JAGIELSKI, VICTOR, APOLENNARIE, Dorset sq, Regent's Park, Doctor High Court Pet Aug 1 Ord Aug 27
 KELLY, MICHAEL, East Sandgate, Scarborough, Fish Merchant Scarborough Pet Aug 25 Ord Aug 25
 LANMAN, WALTER, Aberdeen, Coach Builder Aberdeen Pet Aug 25 Ord Aug 25
 MOODY, JOSEPH CHARLES, Middlesbrough, Motor Dealer Middlesbrough Pet Aug 27 Ord Aug 27
 OVERTON, ROBERT CECIL, Oakhill ct, Putney Wands worth Pet April 23 Ord Aug 27
 SLEATH, JOHN FREDERICK RICE, Warwick, Boot Dealer Warwick Pet May 13 Ord Aug 27

TANNER, JACOB PRESTON, Kendal, Westmorland, Plumber's Manager Kendal Pet Aug 25 Ord Aug 25
 TAYLOR, FREDERICK TURNER, Otley, Yorks, Joiner Leeds Pet Aug 25 Ord Aug 25
 WILLIAMS, ARTHUR EDWARD, Kendal, Westmorland, Boot Maker Kendal Pet Aug 25 Ord Aug 25

London Gazette.—TUESDAY, Sept. 2

RECEIVING ORDERS.

BENJAFIELD, FREDERICK JOHN, Shaftesbury, Cattle Dealer Salisbury Pet Aug 21 Ord Aug 29
 BURNHAM, IDA, Hockley, Birmingham, Baker Birmingham Pet Aug 21 Ord Aug 28
 COPE, ANNIE MARIA, Kingston upon Hull, Outfitter Kingston upon Hull Pet Aug 29 Ord Aug 29
 DAND, THOMAS WALTER, and CHARLES FREDERICK HOBSON, Newcastle upon Tyne, Oil Merchants Newcastle upon Tyne Pet July 15 Ord Aug 23
 DIX, HENRY ST JOHN, Victoria st, Contractor High Court Pet July 15 Ord Aug 29
 ELLISON, JOHN STEPHEN REYNOLDS, Norwich, Tobacco-nist Norwich Pet Aug 23 Ord Aug 28
 FRITH, HERBERT PHILIP, Kensington Park rd, Civil Servant High Court Pet July 11 Ord Aug 29
 GOODYEAR, CHARLES, Summerhill, Hythe, Canterbury Pet July 21 Ord Aug 30
 HARRIS, WILLIAM, Erw-fach, Pwll, Llanelly, Carmarthen Coal Merchant Carmarthen Pet Aug 30 Ord Aug 30
 HARVEY, RICHARD, Upper Parkstone, Dorset, General Dealer Poole Pet Aug 29 Ord Aug 29
 HAWKER, CHARLES EDWARD, Queen's gate, Kensington High Court Pet Aug 11 Ord Aug 29
 HENRY, ———, Harrow on the Hill, Hotel Proprietress St Albans Pet Aug 15 Ord Aug 29
 JEFFERY, JOSEPH, Portsmouth, Turf Commission Agent Portsmouth Pet Aug 27 Ord Aug 27
 JONES, EDWARD DAVID, Olive Villa, Prestatyn, Flint, Builder Bangor Pet Aug 29 Ord Aug 29
 PRESTON, JOSEPH, A. ton, Birmingham, Fork Butcher Birmingham Pet Aug 20 Ord Aug 30
 ROBINSON, EDWARD, Harjes, Engineer Wandsworth Pet June 25 Ord Aug 25
 SAYERS, CHARLES, Maesteg, Public Works Contractor Cardiff Pet Aug 26 Ord Aug 26
 STURGEON, ROBERT, Liverpool, Grocer Liverpool Pet Aug 30 Ord Aug 30
 VERDIN, ROBERT, Northwich, Green-grocer Crewe Pet Aug 28 Ord Aug 28
 WALKER, HENRY VAUGHAN, Stamford, Lincs, Peterborough Pet Aug 28 Ord Aug 28
 WALLACE, ROGER WILLIAM, Camden Hill gds, Kensington, Barrister at Law High Court Pet July 9 Ord Aug 28
 WILLIAMS, JOHN, Mardy, Glam, Collier Pontypriid Pet Aug 29 Ord Aug 29

FIRST MEETINGS.

ADLINGTON, ARTHUR, Middlesbrough, Block Minder Sept 11 at 11.30 Off Rec, Court chamb, Albert road, Middlesbrough
 BURNHAM, IDA, Hockley, Birmingham, Baker Sept 10 at 12.30 Ruskin chambers, 191, Corporation st, Birmingham
 CREBER, HENRY, Moreton in Marsh, Glos, Innkeeper Sept 10 at 11, St Aldates, Oxford
 CUDBY, WALTER CHARLES WILLIAM, Talywain, Mon, Builder Sept 10 at 11 Off Rec, 144, Commercial st, Newport, Mon
 DIX, HENRY ST JOHN, London Wall, Contractor Sept 10 at 1 Bankruptcy bldg, Carey st
 DURKIN, MARTIN, Walton, Liverpool, Grocer Sept 12 at 11 Off Rec, Union Marine bldg, 11, Dale st, Liverpool
 EBBUTT, MAUD ISABEL, Barst Green, Worcester, Schoolmistress Sept 10 at 12 Ruskin chambers, 191, Corporation st, Birmingham
 ELLISON, JOHN STEPHEN REYNOLDS, Norwich Tobacco-nist Sept 10 at 2 Off Rec, 8, King st, Norwich
 FRITH, HERBERT PHILIP, Kensington Park rd, Civil Servant Sept 10 at 12 Bankruptcy bldg, Carey st
 GITTERMANN, MORRIS, Newcastle upon Tyne, Ladies' Tailor Sept 12 at 12 Off Rec, 50, Mosley st, Newcastle upon Tyne
 GOODYEAR, CHARLES, Hythe, Kent Sept 10 at 11 Off Rec, 68A, Castle st, Canterbury
 HAMMOND, EDWARD JAMES, Ford, Devonport, Mesaman Sept 11 at 3.30 7, Buckland ter, Plymouth
 HARVEY, RICHARD, Upper Parkstone, Dorset, General Dealer Sept 10 at 2 St Peter's Small Hall, Hinton rd, Burnsmouth
 HAWKER, CHARLES EDWARD, Queen's gate, Kensington Sept 10 at 11 Bankruptcy bldg, Carey st
 IRDALE, JOE, Upper Clough, Lintwaite nr Huddersfield, General Dealer Sept 10 at 3 Huddersfield Incorporated Law Society's Room, Imperial arcade, New st, Huddersfield
 IYERSON, THOMAS JUDSON, Middlesbrough, Proof Reader Sept 11 at 12 Off Rec, Court chambers, Albert rd, Middlesbrough
 JONES, THOMAS OWEN, Gwydr crea, Swansea, Fruiterer Sept 10 at 11 Off Rec, Government Bldg, St Mary's st, Swansea
 MASON, JOHN H., Worsley, Lancs, Clerk in Holy Orders Sept 12 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
 MOODY, JOSEPH CHARLES, Middlesbrough, Motor Dealer Sept 11 at 12.30 Off Rec, Court chambers, Albert rd, Middlesbrough
 SAYERS, CHARLES, Maesteg, Glamorgan, Public Works Contractor Sept 12 at 3 117, St Mary st, Cardiff
 SMITH, WILLIAM HENRY, Scinton, Nottingham, Assistant Schoolmaster Sept 12 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

STANTON, AUBREY MATTHEW, Moreton Pinkney, Northampton, Dealer Sept 11 at 12 1, St Aldates, Oxford
 TOMASIN, ARTHUR HENRY, Ryde, I of W, Dental Operator Sept 11 at 2 Velf's Hotel, Ryde, I of W
 VERDIN, ROBERT, Northwich, Chester, Green-grocer Sept 10 at 12 Off Rec, King st, Newcastle
 WALLACE, ROGER WILLIAM, Camden Hill gds, Kensington, Barrister at Law Sept 12 at 11 Bankruptcy bldg, Carey st
 WHITE, MARY ANN, St Anne on the Sea, Lancs, Spinster Sept 10 at 12 Off Rec, 15, Winkley st, Preston
 WILLIAMS, JOHN, Mardy, Glam, Collier Sept 12 at 11.15 Off Rec, St Catherine's chambers, St Catherine st, Pontypriid
 WOOLF, ALBERT EDWARD, Worle, Somerset, Butcher Sept 10 at 11.30 Off Rec, 26, Baldwin st, Bristol

ADJUDICATIONS.

BENJAFIELD, FREDERICK JOHN, Shaftesbury, Cattle Dealer Salisbury Pet Aug 29 Ord Aug 29
 BOKENHAM, WILLIAM HENRY, Hanwell Brentford Pet July 7 Ord Aug 28
 BRAFF, ADOLF, Cranbourn st, Variety Agent High Court Pet July 29 Ord Aug 28
 BURNHAM, IDA, Hockley, Birmingham, Baker Birmingham Pet Aug 23 Ord Aug 28
 CHIRICO, GIOVANNI, Amphill sq, Foreign Provision Merchant's Manager High Court Pet Aug 2 Ord Aug 28
 CONLAN JOHN OWEN, Crawley, Schoolmaster Brighton Pet Aug 14 Ord Aug 25
 COPE, ANNIE MARIA, Kingston upon Hull, Outfitter Kingston upon Hull Pet Aug 29 Ord Aug 29
 DAY, MARK, Billingborough, Lincs, Poulterer Peterborough Pet July 29 Ord Aug 23
 DURKIN, MARTIN, Walton, Liverpool, Grocer Liverpool Pet Aug 25 Ord Aug 29
 ELLISON, JOHN STEPHEN REYNOLDS, Norwich, Tobacco-nist Norwich Pet Aug 23 Ord Aug 28
 HARRIS, WILLIAM, Erw-fach, Pwll, Llanelly, Carmarthen, Coal Merchant Carmarthen Pet Aug 30 Ord Aug 30
 HARVEY, RICHARD, Upper Parkstone, Dorset, General Dealer Poole Pet Aug 29 Ord Aug 29
 JEFFERY, JOSEPH, Portsmouth, Turf Commission Agent Portsmouth Pet Aug 27 Ord Aug 27
 JONES, EDWARD DAVID, Prestatyn, Flint, Builder Bangor Pet Aug 29 Ord Aug 29
 LEWIS, M. Casson at, Provision Dealer High Court Pet July 3 Ord Aug 30
 LUKIES, WILLIAM EDWIN, Castle Camps, Cambs, Grocer Cambridge Pet Aug 6 Ord Aug 27
 MARSHALL, ISAAC, Bramley, Surrey, Farmer Guildford Pet Aug 25 Ord Aug 29
 QUILTER, ALBERT JOHN LEWIS, Old st, House Furnisher High Court Pet Aug 8 Ord Aug 20
 REYNOLDS, HERBERT JEFFRIES, Little Grosvenor at, Mayfair Dairyman High Court Pet July 9 Ord Aug 29
 SAYERS, CHARLES, Maesteg, Glam, Public Works Contractor Cardiff Pet Aug 26 Ord Aug 26
 SHAPTON, JOSEPH, Bristol Produce Broker Bristol Pet July 12 Ord Aug 28
 SHEPHERD, CHARLES PARROTT, Mold, Flint, Auctioneer, Chester Pet July 16 Ord Aug 28
 TOMASIN, ARTHUR HENRY, Ryde, I of W, Dental Operator, Newport and Ryde Pet Aug 21 Ord Aug 30
 VERDIN, ROBERT, Northwich, Green-grocer Nantwich and Crewe Pet Aug 25 Ord Aug 30
 WALKER, HENRY VAUGHAN, Stamford, Lincs, Peterborough Pet Aug 28 Ord Aug 28
 WILLIAMS, JOHN, Mardy, Glam, Collier Pontypriid Pet Aug 29 Ord Aug 29

Amended Notice substituted for that published in the London Gazette of Aug. 15:

GOODING, JOHN HERBERT DAINES, Ipswich, Formerly Miller and Seed Merchant Ipswich Pet July 25 Ord Aug 12

Amended Notice substituted for that published in the London Gazette of Aug. 29:

GOLDBERG, BENJAMIN, Basinghall st, Tailor High Court Pet July 25 Ord Aug 25

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COTTONWOOL

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